

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Materion Brush Inc.		07/13/2011	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3716585	TRUEXTENT
Registration Number:	3774134	IF-1
Registration Number:	3774135	PF-60
Registration Number:	3774136	PS-200
Registration Number:	3774137	IS-50M
Serial Number:	77957399	SUPREMEX
Serial Number:	85046605	PROTHERM

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-981-3483
 Email: dclark@sidley.com
 Correspondent Name: Dusan Clark, Esq.
 Address Line 1: Sidley Austin LLP
 Address Line 2: 717 N. Harwood St., Suite 3400

CH \$190.00 3716585

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 36084-36090

NAME OF SUBMITTER: Dusan Clark

Signature: /Dusan Clark/

Date: 07/20/2011

Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of July 13, 2011 by and from MATERION BRUSH INC., an Ohio corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Materion Corporation (the "Company") (together with the Lenders) and Grantee have entered into an Amended and Restated Credit Agreement dated as of July 13, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Company, has guaranteed the repayment of the Secured Obligations pursuant to an Amended and Restated Guaranty dated July 13, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Company, the Grantor and certain Subsidiaries of the Company have entered into an Amended and Restated Pledge and Security Agreement dated July 13, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

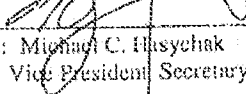
(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of the Trademarks,

(3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

MATERION BRUSH INC.

By: 
Name: Michael C. Hsychak
Title: Vice President, Secretary and Treasurer

Confirmatory Grant of Security Interest in United States Trademarks

CONFIRMATORY GRANT OF SECURITY INTEREST
 IN UNITED STATES TRADEMARKS
 Exhibit A - SCHEDULE OF TRADEMARKS

MARK	OWNER	STATUS	SER. NO.	FILING DATE	REG. NO.	REG. DATE
TRUEXT ENT	Materion Brush Inc.	Registered	77/572,965	9/18/2008	3,716,585	11/24/2009
IF-1	Materion Brush Inc.	Registered	77/685,297	3/6/2009	3,774,134	4/13/2010
PF-60	Materion Brush Inc.	Registered	77/685,313	3/6/2009	3,774,135	4/13/2010
PS-200	Materion Brush Inc.	Registered	77/685,319	3/6/2009	3,774,136	4/13/2010
IS-50M	Materion Brush Inc.	Registered	77/685,327	3/6/2009	3,774,137	4/13/2010
SUPREM EX	Materion Brush Inc.	Published	77/957,399	3/12/2010		
PROTHE RM	Materion Brush Inc.	Published	85/046,605	5/24/2010		

Exhibit A